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Agreement

—BETWEEN—

BOARD OF EDUCATION

Borough of Haddon Heights
New Jersey

—AND—

HADDON HEIGHTS EDUCATION ASSOCIATION

JULY 1, 1972

Through

JUNE 30, 1974

AGREEMENT BETWEEN

BOARD OF EDUCATION, BOROUGH OF

HADDON HEIGHTS, NEW JERSEY

AND

HADDON HEIGHTS EDUCATION ASSOCIATION

(July 1, 1972 through June 30, 1974)

PREAMBLE

This Agreement entered into this twenty-fourth day of February, 1972, by and between the Board of Education, the Borough of Haddon Heights, New Jersey, hereinafter called the "Board" and the Haddon Heights Education Association, hereinafter called the "Association."

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ARTICLE I

RECOGNITION

A. The Board recognizes the Association as the majority representative pursuant to the provision of the "New Jersey Employer-Employee Relations Act," for collective negotiations concerning the terms and conditions of employment for Teachers, Guidance Counselors, Librarians, and School Nurses employed by the Board, but excluding Secretaries, Maintenance and Custodial Personnel, and Principals, Vice-Principals, Teaching Principals, and Elementary Supervisors.

B. Unless otherwise indicated, the term, "Teachers," when used hereinafter in this Agreement, shall refer to all employees of the Board represented by the Association in the negotiating unit as above defined.

C. The Board agrees not to negotiate concerning terms and conditions of employment of the employees identified in Article I - A hereof with any organization other than the Association for the duration of this Agreement.

ARTICLE II

NEGOTIATION PROCEDURES

A. On or before October 1st, prior to the expiration date of the contract, the Association shall present in writing its intent to open contract talks together with a list of matters to be negotiated.

B. Representatives of the Board and the Association shall begin negotiations on or before October 31st.

C. The Board agrees, subject to reasonable request, to provide the Association with relevant information which is in the public domain and within the knowledge of the Board.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be

required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURES

A. Definition

1. A "grievance" shall mean a complaint by any employee or group of employees that there has been to him or them, or to the Association, an inequitable, improper, or unjust application, interpretation, or violation of Board policy, this Agreement, or an administrative decision.

2. A grievance to be considered under this procedure must be initiated by the grievant (the employee or the Association) within ten (10) calendar days from the time when the grievant knew or should have known of its occurrence.

B. Purpose

The purpose of this procedure is to provide a means for those employees covered by this contract to process complaints. It is agreed that these proceedings will be kept confidential.

C. Procedure

1. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and the parties shall attempt to expedite the process wherever possible.

2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement of the parties.

3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

4. It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

5. Any employee grievant who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

6. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he and/or his representative shall set forth his grievance in writing to the principal specifying:

- (a) The nature of the grievance
- (b) The nature and extent of the injury or loss
- (c) The results of previous discussions
- (d) His dissatisfaction with decisions previously rendered

The principal shall communicate his decision to the employee in writing within ten (10) school days of receipt of the written grievance.

7. The employee grievant, no later than five (5) school days after receipt of the decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. A copy of the written grievance and written decisions shall be promptly referred to the Association at each step of the grievance procedure.

8. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association, and to the principal or other immediate superior.

9. If the grievance is not resolved to the grievant's satisfaction, he, not later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance. Except for:

- (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- (b) A complaint of a nontenure teacher which arises by reason of his not being re-employed; or
- (c) A complaint by any certificated personnel occasioned by appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.

The Board, at its option, shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within fifteen (15) calendar days of receipt of the appeal, or, if a hearing is granted, within fifteen (15) calendar days of the date of the hearing. The referred-to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

10. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party,

he shall so notify the Association within five (5) school days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. The Board and Association shall attempt to select a mutually acceptable arbitrator.

11. (a) The following procedure will be used to secure the services of an arbitrator:

(1) A joint request by the Association and the Board will be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

12. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

D. Costs

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. Except in the event an arbitrator's fee is incurred due to a cancellation of an arbitration hearing, the party who cancelled the hearing shall be liable for the full fee.

E. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by the Association by a representative selected or approved by the Association.

2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the Grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and Association agree that no reprisals of any kind shall be taken by the Board of the Association or their agents against any participant in the grievance procedure by reason of such participation.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. Forms for filing grievances, serving notices and taking appeals shall be proposed jointly by the Superintendent and the Association.

6. All meetings and hearings under this procedure shall be considered private, shall be held after school hours and include only those individuals as specified in the contract or those who may be required by the Board.

7. A representative of the Association shall have the right to be present and speak at all grievance hearings at Levels 3 and 4 of the grievance.

ARTICLE IV

TEACHER RIGHTS

A. The Board agrees that it will not directly or indirectly discourage or deprive any teacher in the enjoyment of any rights conferred by the laws or Constitutions of New Jersey and the United States and that it will not discriminate against any teacher because of his membership in the Association or collective negotiations with the Board or his institution of any grievance under this Agreement and that the rights granted to teachers in this Agreement are in addition to those provided in the above-mentioned laws and Constitutions.

B. Nothing contained herein shall be construed to deny or restrict to any teacher or the Board such rights as they may have under N.J. school laws or other applicable laws and regulations.

C. No teacher shall be prevented from wearing the unified teaching professional symbol identifying membership in the Association or its affiliates.

D. The teacher shall maintain the responsibility of determining grades and other evaluations of students within the grading policies of the Haddon Heights school district based on his professional judgment of available criteria pertinent to any given subject area of activity to which he is responsible. However, the administration retains the right to change a grade or evaluation. In the event a change in grade or evaluation is contemplated by the administration the teacher shall be notified in advance and be given the opportunity to justify the grade prior to the administration taking any action.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association in response to reasonable requests from time to time, information in the public domain.

B. Whenever any representative of the Association or any teacher is required by the Board to participate during working hours in grievance procedures or meetings, they shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times subject to administrative approval and provided that this shall not interfere with or interrupt normal school operations.

D. The Association and its representatives shall have the privilege of using school equipment and/or buildings for after-school use. The building principal will retain the right to regulate the after-school use of equipment and buildings and will designate the time and place of meetings within the building so as not to interfere with other scheduled activities. The Association shall be responsible for payment of extra janitorial service and service costs in accordance with Board policy.

E. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge. Should the administration object to any posted material, the Association agrees, after being informed, that it shall be removed.

F. The Association shall have the use of school mail boxes. Placement will be made by the authorized representative of the Association or his designee. Material placed in mail boxes shall bear the name of said representative or of the Association. A copy of all material placed in mail boxes shall be submitted to the building principal.

G. Exclusive Rights -- The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

ARTICLE VI

SCHOOL CALENDAR

A. The regular teacher work schedule, on a ten (10) months' basis, shall consist of one hundred eighty six (186) days, of which one hundred eighty three (183) shall be actual pupil contact days. The non-pupil contact days shall be one (1) orientation day, one (1) inservice day and one (1) school record day.

B. The Board, through its Superintendent, will seek the views of the Association, through its president, concerning vacations and holidays before adoption of the school calendar; however, the Board reserves the right to make final decision on the calendar.

ARTICLE VII

TEACHING HOURS AND ASSIGNMENTS

A. The Board and the Association recognize and agree that the teacher's responsibility to the students, community, and profession generally entails a performance of duty and the expenditure of time and service beyond classroom duty hours.

B. Teachers shall be required to report for duty fifteen (15) minutes prior to the start of school and shall remain fifteen (15) minutes after the close of the school day. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column on the faculty sign-in and sign-out roster.

C. The Board agrees that, except for an emergency, elementary classroom teachers shall have a forty-five (45) minute duty-free lunch period and junior and senior high school teachers shall have a thirty (30) minute duty-free lunch period. Teachers may leave the building during their duty-free lunch period provided the teacher indicates in the sign-in and sign-out roster where he can be reached in case of emergency.

D. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings. Such meet-

ings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than seventy-five (75) minutes. If a meeting will last longer than thirty (30) minutes beyond the close of school, a notice of such meeting and the agenda for the meeting shall be distributed twenty-four (24) hours in advance except in emergency situations. Teachers may have the opportunity to suggest possible agenda items for consideration by the principal prior to the distribution of the agenda. The presence or absence of teacher-suggested items in no way limits the principal's right to develop the agenda as he deems fit.

E. Regular principal-called school faculty meetings shall be limited to two (2) days each month except in case of emergency.

F. The Association representative shall have the opportunity to make brief announcements pertaining to Association business at the conclusion of the principal's agenda.

G. Schools shall be closed at the end of the work day on the day immediately preceding Memorial Day, Thanksgiving Day, Christmas Day, and Easter vacation; and faculty or education meetings which require the attendance of teachers on these days, except in an emergency, shall not be called.

H. Elementary classroom teachers shall not be required to be present when specialist teachers such as teachers of art, physical education, music, etc., are working with their classrooms. This time is to be considered preparation time by the teacher so relieved.

In the junior and senior high schools, a normal pupil contact time of six (6) periods per day, or, as an equivalent, thirty (30) periods per week, shall prevail. Deviation may occur only in the case of experimental programs or where special temporary conditions apply.

I. Teachers who chaperon at dances conducted after school hours, which are sponsored by the school, will be paid seven dollars and fifty cents (\$7.50) each person per dance.

J. (1) The Board agrees to compensate teachers for coaching and directing or sponsoring those activities which have been approved by the Board. The activities presently approved, along with the compensation ranges determined by satisfactory experience in the responsibility, are reflected in Schedule B, attached hereto and made a part hereof.

(2) This schedule is adopted with the understanding that the activity will be conducted except in cases where circumstances beyond the control of both parties make it impossible to conduct the activity.

K. Travel Payment. A rate of ten (10) cents per mile will be paid teachers who are required to use their personal automobiles for authorized travel.

L. Teachers shall be given written notice of their assignments not later than August 1st. The administration may alter, modify, or change such assignments in the event of unusual circumstances or emergencies, and shall notify the teacher affected by such changes promptly and in writing.

M. Whenever practical, in the sole judgment of the Superintendent, junior and senior high school teachers shall not be required to teach more than two (2) major subject areas -- (such as Mathematics and English).

N. If more than three (3) separate preparation periods are required, the Superintendent will notify the teacher by letter prior to the start of school.

O. The principal shall make every reasonable effort to schedule teachers so that they are not required to teach continuously for more than four (4) periods where double periods are used.

P. The practice of using a regular teacher as a substitute, during his preparation period, shall not become excessive.

Q. When special teachers are absent in the elementary school substitutes will be provided. Such substitutes will be provided from the pool in normal use in the districts, without regard to the special qualifi-

cation of the specialist being replaced and only in the event that no substitute is available will the teacher be asked.

ARTICLE VIII

TEACHING CONDITIONS

A. Class Size -- It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to work toward an instructional classroom size at an average of twenty-nine (29) as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers, and the best interests of the district, as deemed administratively feasible.

B. Teachers shall not be required to collect monies from students, nor shall they be required to be responsible for the posting of the daily absences in the New Jersey attendance register.

C. Teachers shall not be required to drive students to activities which take place away from the school building.

D. If a teacher is working under conditions such teacher considers unsafe or unhealthy, such teacher shall first discuss this with his building principal and, if unsatisfied, is entitled to institute a grievance.

E. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. The Board will make available during the school year in each faculty lounge, where requested, a pay telephone and will continue it in service provided the use equals one-half (1/2) the monthly minimum guarantee.

F. In the event a building is ordered evacuated as a result of a bomb scare, teachers shall not be required to return to the building until the police determine that it is safe to re-enter.

ARTICLE IX

TEACHER EMPLOYMENT

A. Credit for up to fifteen (15) years for previous outside teaching experience shall be considered in determining the salary level upon initial employment. Additional credit, not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work or time spent on a Fulbright Scholarship shall be considered in determining the salary level upon initial employment.

B. Each Haddon Heights teacher shall continue to be placed on the proper step of the salary schedule.

C. Teachers shall be given written notice of their contract and salary status not later than April 15th.

ARTICLE X

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.

B. Teachers employed on a ten (10) months' basis shall be paid in twenty (20) equal semi-monthly installments.

C. Teachers shall receive their final checks no later than the last day in June.

D. A summer pay plan shall be initiated and made available to all personnel.

ARTICLE XI

INSURANCE PROTECTION

The Board agrees to purchase single coverage health insurance for each employee who desires to be covered. The insurance will cover Blue Cross Blue Shield, Rider J. (Extended Benefits) and Major Medical under the Public

and School Employees Health Act of New Jersey.

ARTICLE XII

TRANSFERS AND REASSIGNMENTS

A. A copy of the teacher vacancy listing, noting official openings, shall be posted on the office bulletin board at such times as such listings are forwarded to the college placement offices.

B. A teacher who desires a change in grade and/or subject assignment or who desires to transfer to another building, may file a written statement of such desire with the Superintendent not later than February 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred in order of preference.

C. Notice of involuntary transfer or reassignment should be sent in writing to the teacher as soon as practicable and, except in cases of emergency, not later than April 15th and the reason for the change in assignment or school location will be discussed in a meeting between the teacher involved and the building principal or the elementary supervisor, where applicable.

ARTICLE XIII

PROMOTIONS

A. A notice of a vacancy in the following promotional positions shall be sent to and posted in each school and a copy shall be sent to the Association thirty (30) days before the final date when applications must be submitted; Department Chairman, Coordinators, Vice-Principals, Principals, Supervisors, Superintendent of Schools, and also the vacancies in the evening and summer schools.

B. Teachers who desire to apply for such vacancies shall submit their applications in writing to their building principal within the time limit specified in the notice. When the vacancy described in the notice is filled, the principal may destroy all applications for said position.

C. A teacher within the system shall be notified of not being appointed to the applied for position and upon request he shall be given an explanation of the selection made.

ARTICLE XIV

TEACHER EVALUATION AND DISCIPLINE

A. All classroom evaluations of a teacher shall be made openly and with the knowledge of the teacher.

B. A teacher shall have the right to see his evaluation reports and shall have the right to a copy of any negative evaluation report, if he requests a copy. If the teacher disagrees with the evaluation, he may indicate, under his signature, a statement indicating the specific references with which he disagrees. This shall become part of his official record. The signature of the teacher signifies that he has read the evaluation and made comments.

C. A teacher has the right, once a year, to view with the Superintendent his individual personnel file (excluding college placement folders and letters of reference) under reasonable conditions established by the Superintendent.

ARTICLE XV

PROFESSIONAL DEVELOPMENT

The Board of Education will refund to teachers the tuition cost of inservice college courses taken under the following conditions:

(1) The course must be approved by the Superintendent as being a subject matter course in a field in which the individual is teaching; e.g., English, mathematics, science, etc.

(2) The course may be at either the graduate or undergraduate level of credit, provided the teacher holds a limited or permanent contract and provided the course is not essentially a repetition of one previously taken.

(3) The course must be in, or closely related to, a subject area in which the teacher is already fully certified.

(4) The course must have been taken after July 1, 1958, and while the teacher was in the employ of this Board.

(5) The Board will refund full tuition cost of not more than nine (9) semester hours' credit for any one teacher in a single twelve - (12) month period. Such refunds will be made in the fall of each year for the preceding twelve (12) months to teachers still in the Board's employ, upon presentation of the receipted tuition bill and transcript of credit.

(6) Teachers who take college courses for credit while in the employ of the Board shall have the transcripts of credit recorded in their files in the Superintendent's office.

(7) In special cases, where the Board may wish to have a teacher become certified to teach a particular subject for which no one on the staff is qualified, or may wish to have a teacher take a specific kind of training course to meet some need of the school, it will pay the full expense of such training.

ARTICLE XVI

PROFESSIONAL STUDY COMMITTEE

The Superintendent of Schools and other members of the administration shall meet with a study committee of five (5) members, one (1) from each school, of the Haddon Heights Faculty Association normally on a bi-monthly basis, to discuss matters of educational policy and development. Such discussions may include, but not be limited to, curriculum changes, textbook selection, discipline procedures, evaluation procedures, non-teaching duty assignments, utilization of classroom space, and class size.

ARTICLE XVII

LEAVES OF ABSENCE

A. Sick Leave -- All teachers under contract shall be entitled to ten (10) days of sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

When a teacher's absence due to personal illness exceeds the total number of sick leave days accumulated, an additional ten (10) days will be allowed during which the cost of employing a substitute will be deducted from the teacher's salary. Subsequent absences will be deducted at the rate of 1/200th of the teacher's annual salary for each absence. In the case of employees whose term of employment is, for any reason, less than a full school year, the sick leave entitlement shall be calculated at one (1) day per month or major fraction of a month of actual employment.

Teachers entering the employment of the Board of Education as of September 1, 1967, or subsequently, whose most recent previous teaching employment was in another public school system in New Jersey, will receive credit in Haddon Heights for any accumulated unused sick leave days to which they were entitled at the time of leaving the previous district. Such accumulation shall not exceed ten (10) days per prior year. It shall be the responsibility of the teacher to obtain from the Board secretary or chief administrative officer of the previous employing district a written statement certifying to the number of accumulated sick leave days standing to the teacher's credit.

Sick leave referred to herein will be as defined in applicable New Jersey statutes now or hereafter in effect.

B. Personal Leave of Absence -- The Board realizes that emergencies other than illness occasionally make it necessary for teachers to be absent from school. The Board establishes the following list as maximum days teachers may be absent for other acceptable reasons during a school year without loss in salary. This time

expires at the end of each school year and is therefore not accumulative.

- (1) An allowance of up to five (5) days' leave shall be granted for death in the immediate family. Immediate family may be considered: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law.
- (2) An allowance of up to three (3) days' leave may be granted for serious illness in the immediate family. (Immediate family same as No. 1 above.)
- (3) An allowance of one (1) days' leave may be granted for the death of other relative or close friend.
- (4) An allowance of up to three (3) days' leave with prior approval by the Superintendent may be granted for emergencies of a personal nature. These include, but are not limited to:
 - (a) Recognition of a religious holiday
 - (b) Court subpoena
 - (c) Marriage of employee or marriage in the immediate family
 - (d) Personal business which cannot be handled outside of school hours
- (5) Educational leaves may be granted with prior approval of the Superintendent for:
 - (a) Attendance at conferences for professional improvement
 - (b) Representing the school or profession at civic, public, or educational meetings
 - (c) Visiting other schools for self-improvement
 - (d) Serving on evaluation committees

For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

Absences not covered by any of the above provisions will cause salary reductions at the rate of 1/200th for each day's absence.

C. Extended Leaves of Absence -- Occasionally, it is necessary for teachers to be absent for long periods of time, generally as a result of emergencies or other circumstances beyond the control of the teacher.

The following provisions are set to guide the manner in which certain emergencies are to be treated:

- (1) Tenure, pension, and other employment rights of employees who shall enter active military service shall be protected as set forth in Title 18A:6-33 and the Public Laws of 1944-Chapter 226.
- (2) Maternity leaves of absence without pay shall be granted to teachers who have gained tenure in the district. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the schools.
- (3) Any tenure female teacher who adopts an infant child may receive a leave without pay for up to one year for the purpose of caring for the infant. The leave shall commence upon her receiving de facto custody of the infant or sooner if necessary to fulfill the requirements for the adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interest of the schools.
- (4) All benefits to which a teacher was entitled at the time the leave commenced and which are still available to teachers at the time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to a teacher returning from leave; and he shall be assured his original position or similar position within the area of his interests, abilities, and training following completion of leave, provided he satisfies the Superintendent of Schools of his intent to return prior to February 1st.
- (5) Leave for military reasons, up to ninety (90) days, will be granted by the Board to any regular employee who is a duly qualified member of the reserve components of the armed forces and who is called into

temporary active duty, provided such obligation cannot be fulfilled on days when school is not in session. During the leave, the teacher shall receive his regular salary in addition to any pay he receives from the State or Federal government.

- (6) Other leaves of absence, without pay, may be granted by the Board which, in its opinion, are for good reason.

D. Sabbatical Leave of Absence -- Upon recommendation of the Superintendent of Schools, sabbatical leave may be granted to any certificated member of the staff by the Board subject to the following conditions:

- (1) Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required by him. Such requests must be in the Superintendent's hands no later than October 31st of the fiscal year preceding the school year for which the sabbatical leave is requested.
- (2) The applicant must have completed at least eight (8) consecutive full school years of service in the school district of Haddon Heights.
- (3) Payment for sabbatical leave is granted on the following basis:

- (a) One-half ($1/2$) of the annual contracted salary will be granted for a full year's leave for study.*

*Two (2) semesters of schooling

- (b) One-fourth ($1/4$) of the annual contracted salary will be granted for one (1) semester ($1/2$ year of study).

- (4) The benefactor will agree to return to the school district of Haddon Heights for four (4) full years of employment on the appropriate salary scale following the leave except in the event of the death or serious illness of the benefactor.

If the benefactor of the sabbatical leave does not

fulfill his return agreement to the school district of Haddon Heights, he will be obligated to reimburse the Board of Education for the salary received during the sabbatical leave although service credit will be granted according to the following plan:

| <u>Leaving before</u> | <u>% of salary to be reimbursed to the Board of Education</u> |
|-----------------------|---|
| 2 years' service | 100% of salary received |
| 3 years' service | 40% of salary received |
| 4 years' service | 20% of salary received |

- (5) To the extent feasible, with due regard for the interests of the school program, teachers returning to work after a sabbatical leave shall be offered the same or a similar position.
- (6) A sabbatical year will be considered as a year of teaching experience in determining the individual's salary.
- (7) Upon the recommendation of the Superintendent, the Board will grant no more than one (1) sabbatical leave per year.

ARTICLE XVIII

ACADEMIC FREEDOM

The question of the development of a comprehensive policy covering academic freedom shall be considered as an early agenda item in the professional study committee sessions and a recommendation shall be presented for mutual consideration to the Association and the Board of Education by October 1, 1972.

ARTICLE XIX

DEDUCTIONS FROM SALARY

Authorized payroll deductions from salary may be made for any of the following reasons:

- (1) Contribution to the tax-sheltered annuity determined by the Board if authorized by the employee.
- (2) The Washington National Insurance Company
- (3) The annual dues for the Haddon Heights Education Association, Camden County Education Association, New Jersey Education Association, National Education Association, or any one or any combination of the above as said teachers individually and voluntarily authorize the Board to deduct.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination against any teacher on the basis of race, creed, color, national origin, sex, or marital status.

B. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provision not voided shall continue to be in full force and effect.

C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board.

ARTICLE XXI

DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 1972, and shall continue in effect until midnight, June 30, 1974. This agreement may be reopened by the Association or the Board for the purpose of negotiating salary schedules A,B,C, and insurance Article XI, upon written notice to the Association or the Board on or before October 31, 1972.

This Agreement shall not be extended by written or oral agreement, and it is expressly understood that it shall expire on the date indicated.

B. In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

s/Gordon E. Bucher, Acting
Secretary

BOARD OF EDUCATION
BOROUGH OF
HADDON HEIGHTS
NEW JERSEY

by s/R. H. Lynch
President

ATTEST:

s/Joyce S. Albrecht
Secretary

HADDON HEIGHTS
EDUCATION ASSOCIATION

by s/Barry R. Senoff
President

SCHEDULE A
SALARY GUIDE 1972-73

| Year | Increment | Column I (Non-degree) | Column II (Bachelor or (128 credits) | Column III (Master or (BA + 30) | Column IV (MA + 30 or) (BA + 60) |
|-----------|-----------|--------------------------|--|---------------------------------------|--|
| 1 | | \$7,400 | \$7,700 | \$8,000 | \$8,300 |
| 2 | \$300 | 7,700 | 8,000 | 8,300 | 8,600 |
| 3 | 300 | 8,000 | 8,300 | 8,600 | 8,900 |
| 4 | 300 | 8,300 | 8,600 | 8,900 | 9,200 |
| 5 | 300 | 8,600 | 8,900 | 9,200 | 9,500 |
| 6 | 325 | 8,925 | 9,225 | 9,525 | 9,825 |
| 7 | 325 | 9,250 | 9,550 | 9,850 | 10,150 |
| 8 | 325 | 9,575 | 9,875 | 10,175 | 10,475 |
| 9 | 325 | 9,900 | 10,200 | 10,500 | 10,800 |
| 10 | 325 | 10,225 | 10,525 | 10,825 | 11,125 |
| 11 | 350 | 10,575 | 10,875 | 11,175 | 11,475 |
| 12 | 350 | 10,925 | 11,225 | 11,525 | 11,825 |
| 13 | 400 | 11,325 | 11,625 | 11,925 | 12,225 |
| 14 | 600 | 11,925 | 12,225 | 12,525 | 12,825 |
| 15 | 300 | 12,225 | 12,525 | | |
| 16 | 400 | | | 12,925 | 13,225 |
| More than | 300 | | | 13,225 | 13,525 |
| 20 years | 100 | 12,325 | 12,625 | 13,325 | 13,625 |

SCHEDULE B

EXTRA-CURRICULAR ACTIVITIES
1972-1973

| <u>Activity</u> | <u>Salary Range</u> | <u>Increment</u> |
|-------------------|---------------------|------------------|
| Athletic Director | \$1,000-1,400 | \$100 |
| Faculty Manager | 525-725 | 50 |
| Equipment Manager | 500-700 | 50 |
| Trainer | 500-700 | 50 |
| Football: | | |
| Head | 1,000-1,400 | 100 |
| Assistant (5) | 475-875 | 100 |
| Boys' Basketball: | | |
| Head | 800-1,200 | 100 |
| Assistant (2) | 425-625 | 50 |
| Junior School | 225-425 | 50 |
| Track: | | |
| Head | 600-1,000 | 100 |
| Assistant (2) | 375-575 | 50 |
| Junior School | 125 | |
| Baseball: | | |
| Head | 600-1,000 | 100 |
| Assistant (2) | 375-575 | 50 |
| Wrestling: | | |
| Head | 600-1,000 | 100 |
| Assistant (2) | 375-575 | 50 |
| Soccer: | | |
| Head | 600-1,000 | 100 |
| Assistant (2) | 375-575 | 50 |
| Cross Country | 375-575 | 50 |
| Golf | 225-425 | 50 |

| <u>Activity</u> | <u>Salary Range</u> | <u>Increment</u> |
|----------------------------|---------------------|------------------|
| Boys' Swimming | \$475-675 | \$50 |
| Boys' Tennis | 325-525 | 50 |
| Girls' Basketball: | | |
| Head | 550-750 | 50 |
| Assistant | 325-525 | 50 |
| Hockey: | | |
| Head | 550-750 | 50 |
| Assistant (2) | 325-525 | 50 |
| Junior School | 225-425 | 50 |
| Softball: | | |
| Head | 550-750 | 50 |
| Assistant | 325-525 | 50 |
| Girls' Swimming | 425-625 | 50 |
| Girls' Tennis | 325-525 | 50 |
| Cheerleaders | 325-525 | 50 |
| Majorettes | 200-350 | 50 |
| Saturday Football Clinic | 140 | 50 |
| Saturday Basketball Clinic | 140 | 50 |
| Saturday Wrestling Clinic | 140 | 50 |

SCHEDULE C
NON-ATHLETIC EXTRA CURRICULAR ACTIVITIES

| <u>Activity</u> | <u>Salary Range</u> | <u>Increment</u> |
|-------------------------------|---------------------|------------------|
| Band & Orchestra Director | \$500-700 | \$50 |
| Choir Director | 250-450 | 50 |
| Senior Class Advisor (2) | 600 | |
| Junior Class Advisor | 400 | |
| Sophomore Class Advisor | 200 | |
| Freshman Class Advisor | 200 | |
| Dramatics | 400-600 | 50 |
| Garneteer | 300-500 | 50 |
| Scribe | 300-500 | 50 |
| Student Accounts | 350-550 | 50 |
| Publicity | 200-400 | 50 |
| Debating | 300-500 | 50 |
| Business Manager - Garneteer | 100-300 | 50 |
| Business Manager - Scribe | 100-300 | 50 |
| Chairman - English Department | 600-800 | 50 |
| " - Guidance " | 600-800 | 50 |
| " - Physical Ed. " | 600-800 | 50 |
| " - Social Studies " | 600-800 | 50 |
| " - Math " | 600-800 | 50 |
| " - Science " | 600-800 | 50 |
| " - Business " | 600-800 | 50 |
| " - Foreign Language | 600-800 | 50 |
| " - Special Departments | 400-600 | 50 |